



"Enriching Lives"

COUNTY OF LOS ANGELES
DEPARTMENT OF CORONER

1104 NORTH MISSION ROAD, LOS ANGELES, CALIFORNIA 90033

(323) 343-0512

<http://coroner.lacounty.gov>



**Lakshmanan
Sathyavagiswaran, MD**
Chief Medical Examiner-
Coroner/Interim Director

September 4, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

44 September 4, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE AND DELEGATE AUTHORITY
TO THE CHIEF MEDICAL EXAMINER-CORONER/INTERIM DIRECTOR
TO ASSIGN AND DELEGATE TISSUE COLLECTIONS SERVICES AGREEMENT
FROM TISSUE BANKS INTERNATIONAL TO ONE LEGACY, INC.
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Authorize and delegate authority to the Chief Medical Examiner-Coroner/Interim Director to assign and delegate the attached Agreement from Tissue Banks International to One Legacy, Inc.

IT IS RECOMMENDED THAT YOUR BOARD

1. Delegate authority to the Chief Medical Examiner- Coroner/Interim Director to assign and delegate the attached Agreement, Exhibit I and other administrative amendments, for tissue collection services from Tissue Banks International to One Legacy, Inc, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 5, 2006, your Board authorized the Director, Department of Coroner to execute a contract with Tissue Banks International (TBI) for countywide collection of tissue for the Department of Coroner (Department) and Department of Health Services

Accreditations:

National Association of Medical Examiners
California Medical Association-Continuing Medical Education
Accreditation Council for Graduate Medical Education

American Society of Crime Laboratory Directors-LAB
Peace Officer Standards and Training Certified

Law and Science Serving the Community

(DHS) facilities. As a result, TBI partnered with One Legacy, Inc. (OL) to perform tissue collection services for the County of Los Angeles in the capacity of a subcontractor, in accordance with the provision set forth under Contract No. 340000.

TBI has advised the Department of its intent to assign all rights and delegate duties of the original contract to OL.

Performing as a subcontractor, OL met and continues to meet the operational requirements and service needs of eye and tissue banks within Los Angeles County and is prepared to provide a seamless transition by also assuming administrative responsibilities of this contract.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action is consistent with the principles of the County's Strategic Plan Goal #1 Operational Effectiveness.

FISCAL IMPACT/FINANCING

OL will reimburse the Department of Coroner based on the Departments' actual average costs per case.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Government Code Section §27491.44 (e) the Department "may enter into agreements with one or more procurement organizations to coordinate organ recovery procedures within that coroner's jurisdiction..." OL is a qualifying organization.

The proposed Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will authorize the Chief Medical Examiner-Coroner/Interim Director to execute the attached Agreement.

Honorable Board of Supervisors
September 4, 2012
Page 3 of 3

CONCLUSION

If approved, please return one copy of the approved Board letter and two signed copies of the Agreement to:

Department of Coroner
Attn: Elizabeth Seung, Contracts Manager

Respectfully submitted,



Lakshmanan Sathyavagiswaran, MD
Chief Medical Examiner-Coroner/Interim Director

LS:/es

Attachment

c: Chief Executive Officer
County Counsel
Executive Office, Board of Supervisors



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ONE LEGACY, INC

FOR

TISSUE COLLECTION SERVICES

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1. Recitals

- 1.1 This Contract and Exhibits made and entered into this ____ day of _____, 200_ by and between the County of Los Angeles (hereinafter referred to as "County") and One Legacy, Inc. (hereinafter referred to as "Contractor") for the establishment of a program to recover human allograft body tissue from bodies of decedents under Department of Coroner's (hereinafter "Coroner") jurisdiction.
- 1.2 WHEREAS, under the provisions of Government Code sections 27491.45 and 27491.47 and Health and Safety Code Section 7151.5(a), the Coroner is authorized and subject to certain conditions to permit the removal of tissue from bodies within the Coroner's custody; and
- 1.3 WHEREAS, Contractor is a licensed procurement organization within the definition of Health and Safety Code Section 7150.1(j) and a non-profit agency within the definition of Government Code Section 27491.47 engaged in collection, storage and therapeutic transplantation of human tissue on behalf of doctors, surgeons and hospitals as specified in Health and Safety Code Section 7151.5(a)(1); and
- 1.4 WHEREAS, Contractor is certified by the national professional organization, known as the Eye Bank Association of America, i.e., (hereinafter "EBAA"), the American Association of Tissue Banks (hereinafter "AATB") and Association of Organ Procurement Organization (hereafter "AOPO" and
- 1.5 WHEREAS, the provisions of Penal Code Section 367f(c)(2) and Health and Safety Code Section 7155(b) permit recovery of reasonable costs associated with removal, storage and transportation of human tissue intended for therapeutic transplantation; and
- 1.6 WHEREAS, there is a great need for corneal eye and other human tissue available for therapeutic transplantation in Southern California and throughout the United States; and
- 1.7 WHEREAS, in order to meet the current need for transplantable corneal eye and other human tissue, the County and Contractor desire to create a program for expedited examination and processing of bodies in the Coroner's custody and DHS Facilities to facilitate tissue harvesting by Contractor and shall adhere to

FDA provisions, CFR Title 21, Part 1270, "Human Tissue Intended for Transplantation", and the California Health and Safety Code 7150 et seq., "Uniform Anatomical Gift Act", and expect to incur certain additional costs in connection therewith; and

1.8 WHEREAS, County is authorized by Government Code Section 31000, and Health and Safety Code Sections 1451 and 7184.5 to contract for these services

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

2. Term and Applicable Documents

2.1 Term of the Contract

- 2.1.1. The term of this Agreement shall commence on _____ and shall continue in full force and effect until _____.
- 2.1.2. The County shall have the option to extend the term for up to one additional year. The option shall be exercised by the County Project Director.
- 2.1.3. The County Project Director shall notify Contractor of its election to exercise an extension by providing it with written notice of such election prior to the commencement of the applicable extension.
- 2.1.4. This Agreement, including any extended term, may be cancelled or terminated at any time by either party without cause upon the giving of at least thirty (30) days written notice to the other. County may (also) suspend the performance of services hereunder in whole or in part, upon the giving of at least a thirty-day (30) written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.
- 2.1.5. In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the [Tissue Collection Services Contract](#) transition to whatever service replacement method County determines to be in its best interest.

2.2 Applicable Documents

Exhibits A, B, C, D, E, F and G are attached to and form a part of this Agreement. Exhibits I and J referenced below but are not attached are hereby incorporated herein by reference. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict

or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority:

- 1) Exhibit A Statement of Work
- 2) Exhibit B Contractor's Reimbursement of County's Expenses
- 3) Exhibit C Tissue Banks Partnering Agreement(s)
- 4) Exhibit D Contractor's EEO Certification
- 5) Exhibit E Jury Service Ordinance
- 6) Exhibit F Safely Surrendered Baby Law
- 7) Exhibit G Familiarity with County Lobbyist Ordinance Certification
- 8) Exhibit H Attestation of Willingness to Consider GAIN/GROW Participants
- 9) Exhibit I _____
- 10) Exhibit J _____
- 11) Exhibit K County's Administration
- 12) Exhibit L Contractor's Administration
- 13) Exhibit M Contractor Acknowledgement and Confidentiality Agreement
- 14) Exhibit N Charitable Contributions Certification

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 25 – Changes and Amendments of Terms and signed by both parties.

3. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

3.1 Board of Supervisors

The Board of Supervisors of the County of Los Angeles, having final authority on Contract Awards.

3.2 Agreement

Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

3.3 Contractor

The sole proprietor, partnership, or corporation that has entered into an agreement with the County to perform or execute the work covered by the Statement of Work.

3.4 Contractor Project Manager

The individual designated by the Contractor to administer the Contract operations after the Contract award.

3.5 Contract Project Monitor

Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

3.6 County Project Director

The Director of the Department of Coroner designated by County with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.

3.7 County Project Manager

Person designated by County's Project Director to manage the operations under this Contract.

3.8 Day(s)

Calendar day(s) unless otherwise specified.

3.9 Fiscal Year

The twelve (12) month period beginning July 1st and ending the following June 30th.

3.10 County

The County of Los Angeles

3.11 Department of Coroner (Coroner)

The department responsible for administering and monitoring the Agreement as to Contractor's responsibility.

3.12 Department of Health Services (DHS)

The County department that operates County hospitals, clinics and public health organizations.

3.13 Facility or Facilities

As used herein, the term "facility" or "facilities" shall mean property or properties owned and operated by the County of Los Angeles where contract services are to be performed.

3.14 Request for Proposal (RFP)

All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

3.15 Tissue Bank Partner(s)

A Tissue Bank licensed by the California Department of Health Services, that receives tissue from Contractor under this Agreement.

3.16 Tissue Bank Partnering Agreement(s)

The cooperative agreement(s) between the Contractor and its Tissue Bank Partner(s) for tissue distribution.

3.17 Subcontractor

Persons, companies, corporations or other organizations, furnishing supplies, services of any nature, equipment, or material to Contractor, at any tier, under a County Provided written agreement.

4. Tissue Disbursement Program

4.1 County's Obligations

The Coroner and DHS shall work cooperatively with Contractor to increase availability of viable corneal eye and other human tissue for therapeutic transplantation following human deaths that are subject to the Coroner's and DHS jurisdiction. To accomplish this objective, the Coroner and DHS shall use their best efforts to:

- 4.1.1. Notify Contractor of deaths appearing suitable for corneal eye or other tissue transplantation in accordance with mutually satisfactory criteria to enable Contractor to remove viable tissue on a timely basis. In the case of corneal tissue, Coroner and DHS shall endeavor to notify Contractor within 15 hours of the death.
- 4.1.2. Provide Contractor's licensed and trained surgeons and technicians timely access to adequate space at Coroner and DHS Facilities to enable Contractor to carry out the harvesting surgery.
- 4.1.3. Make available to Contractor, subject to limitations imposed by law, as soon as possible or within 15 hours in cases involving viable corneal tissue, the necessary casework data (i.e. tissue evaluation, preliminary background investigation) for Contractor to evaluate the tissue and acquire consent to harvest.

- 4.1.4. Establish and deliver to Contractor a protocol for Contractor to confirm the permission to harvest; for movement of the dead bodies and related documents; and conduct of Contractor personnel within the Coroner's and DHS' facility.
- 4.1.5. DHS Facilities shall provide for the use of Contractor suitable facilities and support, if available, for management of the donor and for the procurement of tissue. Such facilities and support may include supplies and equipment, nursing care, medical tests, evaluation and an operating room or morgue as requested by Contractor.
- 4.1.6. DHS Facilities shall complete standard post-mortem care as provided by DHS Facilities policies.
- 4.1.7. DHS Facilities shall, on an ongoing basis, provide Contractor with access to DHS Facilities' medical records and specific patient charts per Contractor's Death Records Review ("DRR") Protocol. County understands that the purpose of the DRR is to identify the number of potential tissue donors and determine the frequency with which referrals are made to Contractor.
- 4.1.8. DHS Facilities shall provide an appropriate level of care to the potential tissue donor up to and following a brain death declaration to assure quality tissue recovery. Each DHS facility shall document that the deceased person is either brain dead, or biologically dead.
- 4.1.9. Each DHS Facility shall designate a representative who will serve as the DHS Facility primary liaison with Contractor and the Coroner Program Administrator.

4.2 Contractor's Obligations

Contractor shall perform, carry out, and accomplish all obligations contained in Exhibit A, Statement of Work, attached hereto, and incorporated herein; and shall comply with each act, or requirement contained in Exhibit A as if it were fully set forth herein.

5. REQUIREMENTS AND REPRESENTATIONS OF CONTRACTOR

5.1 Contractor represents and warrants to the County that it has met the following requirements:

- 5.1.1. Internal Revenue Code 501(c)(3) status.
- 5.1.2. California State Tissue Bank Licensure.
- 5.1.3. Accreditation by EBAA and AATB.

- 5.1.4. Technicians appropriately licensed and certified EBAA and AATB.
- 5.1.5. Documented policy for distribution of gratis tissues for indigent patients, in an amount determined to be reasonable by the Coroner and DHS.
- 5.1.6. A defined policy with regard to tissue distribution utilizing affiliated Tissue Banks.
- 5.1.7. Contractor shall obtain and maintain in effect during the term of this agreement, verified liability insurance, professional and other, with limits acceptable to County, and be capable of indemnifying the County, Coroner and DHS in relation to collections from Coroner's cases, at the Coroner's facility and/or at DHS' Facilities.
- 5.1.8. Professionally credentialed board certified medical director in the field for which access is sought, i.e., eyes, bone, skin.

5.2 Contractor Representations and Warrants that:

- 5.2.1. All work performed by the Contractor shall be governed by the Statement of Work (Exhibit A).
- 5.2.2. Tissues shall be made available regardless of race, creed or color.
- 5.2.3. Tissues shall not be bought or sold.
- 5.2.4. Gratis corneas shall be provided in an amount determined to be reasonable by Coroner and DHS for those patients who are in need and have no insurance coverage.
- 5.2.5. Tissues shall be placed for surgery in Los Angeles County as a matter of first priority.
- 5.2.6. Contractor shall be responsible for ensuring that its employees are certified and trained.
- 5.2.7. Contractor shall bear the responsibility to contact next-of-kin in accordance with the provisions of Health and Safety Code Section 7150 et seq. related to next-of-kin notification in order to obtain appropriate consent, orient kin to the program and make all necessary contacts with kin later, if there are questions or problems to be resolved with the next-of-kin.
- 5.2.8. Contractor shall reimburse County in accordance with billing and payment as provided in the Contractor's Reimbursement of County's Expenses, Exhibit B. Subject to the foregoing, Contractor reimbursement will be provided to County for County's Tissue Recovery Costs regardless of whether the tissue is in fact used, and such costs shall not be the responsibility of the donor, the donor's family, Coroner or DHS.

6. Administration of Contract – County

6.1 County Administration

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit K - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

6.2.1. County's Project Director is the following person or his designee:

Anthony T. Hernandez, Director
Department of Coroner
1104 N. Mission Road
Los Angeles, CA 90033

6.2.2. County shall notify Contractor in writing of any change in the name or address of County's Project Director.

6.2.3. County's Project Director shall be responsible for ensuring that the objectives of this Contract are met and will provide direction to the Contractor in the areas relating to County policy, information requirements and procedural requirements.

6.3 County's Project Manager

6.3.1. County's Project Manager is the following person:

Sarah Ahonima
Administrative Deputy I
1104 N. Mission Road
Los Angeles, CA 90033

6.3.2. County shall notify Contractor in writing of any change in the name or address of County's Project Manager.

6.3.3. The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.
- The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Project Monitor

6.4.1. County's Project Monitor is the following:

Elizabeth Seung
1104 N. Mission Road
Los Angeles, CA 90033

- 6.4.2. The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.
- 6.4.3. County shall notify Contractor in writing of any change in the name or address of County's Project Monitor.

6.5 Department of Health Services (DHS) Representatives

For each of the DHS Facilities listed below, DHS shall provide a representative who shall hereinafter be referred to as DHS Program Representative, who shall coordinate Tissue Collection services with the Contractor and Coroner as required under this Agreement.

- 6.5.1. Harbor/UCLA Medical Center
Calvin Kwan
1000 West Carson St.
Torrance, CA 90509
- 6.5.2. Martin Luther King/Drew Medical Center
Phil Valenzuela
12021 Wilmington Ave.
Los Angeles, CA 90059
- 6.5.3. LAC/USC Medical Center
Barbara Oliver
1200 N. State Street
Los Angeles, CA 90033
- 6.5.4. Rancho Los Amigos Medical Center
Lynn Loufek
7601 E. Imperial Hwy
Downey, CA 90242
- 6.5.5. Olive View/UCLA Medical Center
Joan Baczkowski
14445 Olive View Drive
Sylmar, CA 91343

7. Administration of Contract – Contractor

7.1 Contractor's Project Manager

- 7.1.1. The Contractor's Project Manager is designated in Exhibit L - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2. The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager, County's Contract Project Monitor and DHS representatives on a regular basis.

7.2 Approval of Contractor Staff

- 7.2.1. County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.
- 7.2.2. Contractor's Staff Identification
Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

8. Facilities

8.1 Coroner facility for Tissue Collection Services is located at:

- 8.1.1. Department of Coroner
1104 N. Mission Road.
Los Angeles, CA 90033

County shall provide Contractor and its personnel with reasonable access to Coroner's premises during performance of Tissue Collection services hereunder by Contractor. Contractor agrees to require all personnel to wear Contractor supplied photo identification visibly displayed at all times. Contractor shall advise the Program Administrator of all new employee hires, terminations, resignations and any other personnel change(s) no later than the next business day. If CONTRACTOR fails to comply with Paragraph 8.0, Contractor employees and other representatives may be denied access to CORONER'S facilities.

8.2 DHS Facilities for Tissue Collection services are located at:

- 8.2.1. Harbor/UCLA Medical Center
Calvin Kwan
1000 West Carson St.
Torrance, CA 90509

- 8.2.2. Martin Luther King/Drew Medical Center
Phil Valenzuela
12021 Wilmington Ave.
Los Angeles, CA 90059
- 8.2.3. LAC/USC Medical Center
Barbara Oliver
1200 N. State Street
Los Angeles, CA 90033
- 8.2.4. Rancho Los Amigos Medical Center
Lynn Loufek
7601 E. Imperial Hwy
Downey, CA 90242
- 8.2.5. Olive View/UCLA Medical Center
Joan Baczkowski
14445 Olive View Drive
Sylmar, CA 91343

County shall provide Contractor and its personnel with reasonable access to DHS Facilities during performance of Tissue Collection services hereunder by Contractor. Contractor agrees to require all its personnel to wear Contractor supplied photo identification visibly displayed at all times. Contractor shall advise the Program Administrator of all new employee hires, terminations, resignations and any other personnel change(s) no later than the next business day. If Contractor fails to comply with Paragraph 8.0, CONTRACTOR employees and other representatives will be denied access to DHS Facilities.

9. BILLING AND PAYMENT

Contractor agrees to compensate County for actual costs incurred by the Coroner and DHS in conjunction with Tissue Collection Services, provided a Contractor's representative has accepted the donor for Tissue Collection services. Coroner's and DHS' billing shall be the actual cost of its services hereunder as listed in Exhibit B. Contractor, following receipt of a complete and accurate billing, shall pay the County the appropriate billed amount for each tissue donor within thirty (30) calendar days of receipt of invoice.

10. EXCLUSIVITY

Contractor shall generally have an exclusive right to provide Tissue Collection services for the Coroner and for DHS. An exercise of this authority by the County shall not be considered a waiver of any right, whether under this Agreement or by law, which County may have against Contractor for its failure to timely perform Tissue Collection services hereunder.

Notwithstanding any other provision of this Agreement, the County may permit non-profit educational and research organizations, including public and private colleges, universities and hospitals, which have contracted with the County to perform educational and research activity on County premises, to periodically harvest cornea eye tissue and other human tissue on such terms as County deems appropriate.

11. CONTRACTOR PERSONNEL RULES AND REGULATIONS

During the time that Contractor's staff are in the Coroner's and/or DHS Facilities, such persons shall be subject to the rules and regulations of the Facilities. The County Program Administrator or DHS Program Representatives hereunder shall furnish a copy of applicable rules and regulations to Contractor prior to execution of this Agreement, and during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with the County's rules and regulations. Contractor agrees to permanently withdraw any of its employees from the provision of services hereunder upon written notice from the County's Program Administrator, DHS Program Representatives or his or her designee that 1) any such employee has violated such rules or regulations, or 2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of health care services. The Program Administrator or DHS Program Representative must submit with such notice a written statement of the facts supporting any such alleged violation or action.

12. INDEPENDENT CONTRACTOR STATUS

12.1 This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

12.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Agreement, all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

12.3 Contractor understands and agrees that all persons performing Work pursuant to this Agreement are, for purposes of workers' compensation liability, employees solely of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Agreement.

12.4 Contractor shall provide to County an executed Contractor Acknowledgment and Confidentiality Agreement (Exhibit M) for each of its employees performing work

under this Agreement. Such agreements shall be delivered to County's Department of Coroner, 1104 N. Mission Road, Floor, Los Angeles, California 90033 Attn: Contracts Section, on or immediately after the execution of this Agreement by County's Board of Supervisors, but in no event later than the date any such employee first performs work under this Agreement.

13. ASSIGNMENT BY CONTRACTOR

13.1 Contractor shall not have any right to, and shall not, assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written Amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

13.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

13.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity, other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue

the same remedies against Contractor as it could pursue in the event of default by Contractor.

14. TISSUE BANK PARTNERING AGREEMENT – SUBCONTRACTING

14.1 Tissue Bank Partnering Agreement (hereinafter “TBPA”)

- 14.1.1. Contractor shall distribute tissue received from the Coroner or DHS among itself and its Tissue Bank Partners (hereinafter “TBP”) through a County approved TBPA (Exhibit C), and according to the terms of a Tissue Distribution Plan approved by County pursuant to Paragraph 35.0. Any attempt by Contractor to distribute tissue without an executed TBPA shall be null and void, and shall constitute a material breach of this Agreement.
- 14.1.2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents, including Coroner and DHS with respect to any liability resulting from the act(s) and/or omission(s) of each and every TBP in the same manner and to the same degree as if such TBP(s) were Contractor employees.
- 14.1.3. Contractor shall remain fully responsible for all performances required of it under this Agreement.
- 14.1.4. County's consent of Contractor's personnel working in Coroner and DHS Facilities shall not waive County's right to prior and continuing approval of any and all personnel, including TBP employees, providing services under this Agreement. Contractor is responsible to notify its TBP of this County right.
- 14.1.5. Contractor shall be solely liable and responsible for all payments or other compensation to all TBP's and their officers, employees, agents, and successors in interest arising from services performed hereunder, notwithstanding County's consent to the TBPA.
- 14.1.6. Contractor shall deliver to County's Program Administrator a fully executed copy of each TBPA entered into by Contractor before any tissue is distributed thereunder.
- 14.1.7. Contractor shall provide written notification to County within 5 days after termination of any TBPA. Such notification must include a revised Tissue Distribution Plan.

14.2 Subcontracting

- 14.2.1. In entering into this Agreement, the County has relied on the reputation, and upon obtaining the performance, of Contractor itself. Therefore, except as provided in paragraph 14.0, Contractor shall not subcontract this Agreement, or any portion thereof, without the prior written consent of County's Program Administrator. Any attempt by Contractor to subcontract

without such consent shall be null and void, and shall constitute a material breach of this Agreement.

- 14.2.2. If Contractor desires to subcontract any portion of its performance, obligations, and/or responsibilities under this Agreement, Contractor shall make a written request to County for written approval, which shall include: (a) the reason(s) for the proposed subcontract, (b) a detailed description of the work to be performed by the proposed subcontractor, (c) identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, (d) a draft copy of the proposed subcontract, which must contain, at a minimum, all provisions of a County approved subcontract (subcontract provisions will be supplied by County upon request), (e) unless otherwise determined unnecessary by the County, copies of Certificates of Insurance from the proposed subcontractor which establish that the subcontractor maintains all the programs of insurance required by Section 32.0 (Indemnification and Insurance), and (f) any other information and/or certification required by County.
- 14.2.3. Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents, including Coroner and DHS with respect to any liability resulting from the act(s) and/or omission(s) of each and every Subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 14.2.4. Contractor shall remain fully responsible for all performances required of it under this Agreement, including those which Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 14.2.5. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor is responsible to notify its subcontractors of this County right.
- 14.2.6. County's Project Administrator is authorized to act for and on behalf of County with respect to approval of any subcontracting and subcontractor employees.
- 14.2.7. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 14.2.8. Contractor shall deliver to County's Program Administrator a fully executed copy of each subcontract entered into by Contractor before any work may be performed under such subcontract.

- 14.2.9. Contractor shall obtain both of the following from each approved subcontractor, and deliver same to County's Program Administrator, before any subcontractor employee may perform any work hereunder:
- 14.2.10. An executed Contractor Acknowledgment and Confidentiality Agreement (see Exhibit M) for each subcontractor employee approved to perform work hereunder, and
- 14.2.11. Certificates of Insurance, which establish that the subcontractor maintains all the programs of insurance required of Contractor under Section 32.0 (Indemnification and Insurance).
- 14.2.12. All subcontractors shall perform and comply with all County procedures as described in the Statement of Work, Exhibit A, of this Agreement.

14.3 TBP Subcontracting

- 14.3.1. TBP shall provide written notification to Contractor and County 30 days prior to request to perform the function of contacting the families of prospective donors assigned to that TBP. Upon such request, the provisions of Subparagraph 14.2, Subcontracting, shall apply to the TBP. TBP shall comply with all of County procedures described in Exhibit A, Statement of Work and for consent shall comply with Federal law, 42 U.S.C. Section 274 et seq., Health and Safety Code Section 7150 et seq. (Government Code 27491.47). Upon County approval, TBP shall enter into a County provided subcontract agreement with the Contractor and must comply with the existing laws and regulations and must indemnify and defend the County, the Contractor, and all other parties involved.

15. GOVERNING LAW, JURISDICTION AND VENUE

15.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California) for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

16. COMPLIANCE WITH APPLICABLE LAW

16.1 Contractor's activities hereunder shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, guidelines and directives and all provisions required thereby to be included in this Agreement are hereby

incorporated herein by reference. Contractor shall have up to thirty (30) Days to correct any noncompliance with County rules, regulations, ordinances, guidelines and directives following written notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and/or directives.

16.2 Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from or related to any violation on the part of Contractor, its employees, agents or subcontractors of any such laws, rules, regulations, ordinances, guidelines or directives. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses. This Subparagraph shall survive expiration or termination of this Agreement.

17. DECEDENT RECORDS AND FINANCIAL REPORTS

Decedent Records: Contractor shall maintain detailed records of services for each donor patient. Financial Records: Contractor shall prepare and maintain complete financial records in accordance with generally accepted accounting principles. These records shall include supporting documentation and other information sufficient to properly reflect Contractor's provision of services hereunder, including but not limited to, its cost of providing such services.

Within ten (10) days of County's written request, Contractor shall allow County or any other authorized State or Federal agency or any duly authorized representative thereof to access, examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time card or other record relating to this Agreement. Unless otherwise expressly authorized by County, Contractor shall keep such material including all cost accounting and financial records for five (5) years after the termination date of this Agreement, or until all audits are complete, whichever is later.

18. NON DISCRIMINATION, AFFIRMATIVE ACTION AND COMPLIANCE WITH CIVIL RIGHTS LAWS

18.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard

to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

18.2 Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

18.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

18.4 Contractor certifies and agrees that it will deal with its vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

18.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement, or under any project, program, or activity supported by this Agreement.

18.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by County.

18.7 If County finds that any of the provisions of this Paragraph have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may immediately terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the

Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

18.8 The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Agreement.

18.9 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with Exhibit D – Contractor's EEO Certification.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

19.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

19.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged

violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Tissue Collection Services hereunder. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses. This Subparagraph shall survive expiration or termination of this Agreement.

20. MEDICAL EXAMS

Contractor shall ensure that each of its staff who performs tissue procurement services under this Agreement is examined by a licensed physician (or other licensed medical practitioners such as physician assistants and nurse practitioners) on an annual or biannual basis, as required by the JCAHO Section 70723, Title 22, California Code of Regulations, and shall provide, County Project Director and/or Project Administrator upon request, with evidence that each such staff member is free of infectious/contagious disease(s) which would interfere with his or her ability to perform services hereunder or which could be transmitted in the work place, is immunized against common communicable diseases, has received an initial chest X-ray, an annual TB skin test or TB symptoms evaluation or periodic chest X-ray, a measles (Rubeola) and Rubella antibody titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where such staff have no demonstrated Hepatitis B immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such staff is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for at least five (5) years following the expiration or earlier termination of this Agreement for purposes of inspection and audit, and during such period, as well as during the term of Agreement, shall be made available to Coroner and DHS upon request. Contractor personnel assigned to Coroner and/or a DHS Facility must have satisfactorily completed the above examination and testing prior to performing any work under this Agreement.

21. TERMINATION FOR DEFAULT

21.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

- 21.1.1. If Contractor fails to perform or provide any Tasks, subtasks, Deliverables goods, services or other Work (i) within the times specified in this Agreement, including the applicable notice and/or cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have fifteen (15) Days to cure prior to termination under this Subparagraph), or (ii) any authorized extensions thereof (provided that nothing in this Subparagraph shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in this Agreement); or
- 21.1.2. If Contractor fails to perform or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of fifteen (15) Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure, provided that Contractor shall not be entitled and County may terminate this Agreement immediately, in the event that County determines Contractor's failure to perform or comply is not reasonably capable of being cured or cannot be cured by Contractor in a reasonable time. If, pursuant to the preceding sentence, County has terminated this Agreement without providing a cure period, and subsequently a final determination is made that the default was capable of being cured, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 22 (Termination for Convenience).

21.2 In the event that County terminates this Agreement in whole or in part as provided in Paragraph 23 (Termination for Insolvency) or this Paragraph, then:

- 21.2.1. County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services and other Work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services and other Work; and
- 21.2.2. Contractor and County shall continue the performance of this Agreement to the extent not terminated under the provisions of Paragraph 23 (Termination for Insolvency) and/or this Paragraph; and

21.3 Contractor shall not be liable for any such excess costs, if its failure to perform this Contract arises out of fires, floods, epidemics, quarantine restrictions, other acts of God, strikes or freight embargoes, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of

Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use all reasonable commercial efforts to obtain such goods or services from other sources.

21.4 If, after County has given notice of termination under the provisions of this Paragraph, it is determined by County that Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 22 (Termination for Convenience).

21.5 The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21.6 This Paragraph shall survive expiration or termination of this Agreement.

22. TERMINATION FOR CONVENIENCE

22.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of Tissue Collection Services hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Tissue Collection Services is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) Days after the notice is sent, provided that in the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 21 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.

22.2 After receipt of a notice of termination, and except as otherwise directed by County, Contractor shall:

- 22.2.1. Stop performing Work under this Agreement on the date and to the extent specified in such notice;
 - 22.2.2. Complete performance of such part of the Work as shall not have been terminated by such notice.
- 22.3 For a period of five (5) years after final settlement under this Agreement, Contractor shall make available to County, at all reasonable times, all its books, records, documents or other evidence bearing on the costs and expenses of Contractor under this Agreement with respect to the termination of Work hereunder. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.
- 22.4 This Paragraph shall survive expiration or termination of this Agreement.

23. TERMINATION FOR INSOLVENCY

- 23.1 County may terminate this Agreement immediately at any time following the occurrence of any of the following:
- 23.1.1. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County.
 - 23.1.2. The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) Days) regarding Contractor under the United States Bankruptcy Code.
 - 23.1.3. The appointment of a receiver or trustee for Contractor.

- 23.1.4. The execution by Contractor of a general assignment for the benefit of creditors.
- 23.2 The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 23.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Software and related documentation), and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.
- 23.4 This Paragraph shall survive expiration or termination of this Agreement.

24. TERMINATION FOR IMPROPER CONSIDERATION

- 24.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.
- 24.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

24.3 Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

25. CHANGES AND AMENDMENTS OF TERMS

This Agreement document, together with all exhibits hereto, constitutes the complete and exclusive Agreement between the parties, superseding and incorporating all previous and contemporaneous agreements, written and oral, and all communications between the parties, relating to the subject matter of this Agreement. County reserves the right to initiate change to any provision of this Agreement. Renewals and other amendments to this Agreement shall be in writing and shall be executed by the parties in the same manner as this Agreement.

26. VALIDITY

The invalidity of any provision of this Agreement shall not void or affect the validity of any other provision.

27. WAIVER

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

28. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, unless the essential purposes of this Agreement shall be materially impaired thereby.

29. COUNTY AUDIT SETTLEMENTS

If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the Work performed under this Agreement, and if such audit finds that Contractor's dollar liability for any such Work is more than payments made by Contractor to County, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand.

30. FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(i) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a

value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor. This Paragraph shall survive expiration or termination of this Agreement.

31. RECORDS AND AUDITS

31.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Agreement provided such access rights do not constitute an unlawful invasion of the privacy rights of any Contractor employee and would not in the reasonable opinion of Contractor subject Contractor to legal liability. All such material, including, but not limited to, all financial records, time cards and other employment records and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

31.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise specifically regarding this Agreement, then Contractor shall file a copy of such audit report with County's Auditor-Controller and County's Project Director within thirty (30) Days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

31.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph shall constitute a material breach of this Agreement upon which County may immediately terminate this Agreement.

31.4 This Paragraph shall survive expiration or termination of this Agreement.

32. INDEMNIFICATION AND INSURANCE

32.1 Indemnification

- 32.1.1. Contractor shall indemnify, defend and hold harmless County, Coroner and DHS and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

32.2 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

32.3 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference

this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Coroner
1104 N. Mission Road
Los Angeles, CA 90033
Attn: Contracts Section

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

32.3.1. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General

Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

32.3.2. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

32.3.3. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

32.3.4. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

32.3.5 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

32.3.6 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

32.3.7 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

32.3.8 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all

deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

32.3.9 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

32.3.10 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions

32.3.11 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

32.3.12 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program

32.3.13 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

32.4 Insurance Coverage

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

32.5 Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- 32.5.5 Contractor providing evidence of insurance covering the activities of sub-contractors, or
- 32.5.6 Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

32.6 Insurance Coverage Requirements

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 32.6.5 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 32.6.6 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO),

coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 32.6.7 Professional Liability: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

32.7 Survival: This Paragraph shall survive expiration or termination of this Agreement.

33 STANDARD OF CARE

Contractor agrees that it shall perform its duties and responsibilities under this Agreement with the care, skill, and diligence that an enterprise of like character would exercise under similar circumstances.

34 CONFIDENTIALITY

Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, each decedent, members of decedent's families, County policies concerning information technology security and the protection of confidential records and information firm or corporation or other entity without the written consent of the County.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any

injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit M.

35 DISPOSITION OF RECOVERED TISSUE

Contractor shall have the right to determine the disposition of tissue recovered under the program subject to the following:

- 35.1 Tissue shall be made available to all patients in the community on an as needed basis, and no person, hospital, doctor or other tissue bank shall be denied access to such tissue on grounds of race, religion, ancestry, national origin, sex, sexual orientation, age, condition of physical handicap, marital status or political affiliation, or be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement.
- 35.2 The County reserves the right to permit non-profit educational and research organizations, including public and private colleges, universities and hospitals to harvest corneal eye tissue and other human tissue on such terms as the County deems appropriate and in compliance with applicable laws.
- 35.3 Contractor shall provide corneal and other recovered tissue to all County hospitals and doctors on an as requested basis free of any charges, and in sufficient amounts to satisfy their needs for the tissue.
- 35.4 Contractor shall provide a Tissue Distribution Plan, subject to County approval, in which Contractor identifies all TBPs that will be utilized in the Contractor's Tissue Distribution Plan. Contractor's Plan shall include the type and percentage of tissue to be distributed to each TBP. The approved Tissue Distribution Plan shall be included in all of Contractor's TBPA(s). Any modifications to the Tissue Distribution Plan shall be approved by the County prior to implementation.
- 35.5 Contractor shall maintain complete records of all tissue distributed pursuant to the Tissue Distribution Plan, including which TBP received the tissue, the dates on which it was distributed and the amount charged by Contractor for the tissue.

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36 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

37 NOTICE OF DELAYS AND DISPUTES

- 37.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.
- 37.2 The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the (Department Head), or designee shall resolve it.

38 CONFLICT OF INTEREST

- 38.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 38.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

39 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 39.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 39.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

40 AUTHORIZATION AND WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all

requirements of the Contractor have been fulfilled to provide such actual authority.

41 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

41.1 County Lobbyist: The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

41.2 Termination for Non-Appropriation of Funds: Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

42 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or sent by prepaid first-class certified mail to the offices below. Addressees may be changed by either party upon ten days prior written notice. County's Program Administrator may issue all notices or demands which are required or permitted by County under this Agreement. Notices to County shall be sent as follows:

Sarah Ahonima, Program Administrator
County of Los Angeles
Department of Coroner
1104 N. Mission Road
Los Angeles, CA 90033

Notices to CONTRACTOR shall be sent as follows:

One Legacy
221 S. Figueroa Street, Suite 500
Los Angeles, CA 90012
Attn: Prasad Garimella

43 CONSIDERATION OF HIRING COUNTY EMPLOYEES

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

44 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

45 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

46 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (CSCP) (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Service Department (CSSD) Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of

Civil Procedure Section 706.031 and Family Code Section 5246(b).

**47 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE
WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 48 "CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph 21 "TERMINATION FOR DEFAULT" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

**48 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD
SUPPORT ENFORCEMENT**

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

**49 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME
CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

50 CONTRACTOR RESPONSIBILITY AND DEBARMENT

50.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

50.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if

warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

50.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

50.4 Contractor Hearing Board

50.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

50.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

50.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

50.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after

debarment was imposed; or (4) any other reason that is in the best interests of the County.

50.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

50.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

50.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

51 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

51.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit E and incorporated by reference into and made a part of this Contract.

51.2 Written Employee Jury Service Policy

51.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- 51.2.2 For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 51.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- 51.2.4 Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

52 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 52.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration

shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

52.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

53 SAFELY SURRENDERED BABY LAW

53.1 Contractor's Acknowledgment of County's Commitment To The Safely Surrendered Baby Law

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

53.2 Notices to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysagela.org for printing purposes (see Exhibit F (Safely Surrendered Baby Law)).

54 PUBLIC RECORDS ACT

54.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- ✦ 54.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

55 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

55.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of

five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

55.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

55.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 62 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

55.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

56 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper

to the maximum extent possible on this Contract.

57 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

57.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

57.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

57.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

57.4 If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

57.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

57.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

57.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

57.4.4 The above penalties shall also apply if the Contractor is no longer eligible for certification as a result in a change of their status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

58 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit N, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

59 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

59.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

59.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

60 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 59 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Director, Department of Coroner/Interim Director, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, the day, month, and year first written above.

COUNTY OF LOS ANGELES:

By _____
Chief Medical Examiner-Coroner/Interim Director

CONTRACTOR:

Signature

Print Name

Title

APPROVED AS TO FORM:

John F. Krattli
Acting County Counsel

By _____
Principal Deputy County Counsel

TISSUE COLLECTION SERVICES CONTRACT

EXHIBITS:

- A STATEMENT OF WORK
 - B CONTRACTOR'S REIMBURSEMENT OF COUNTY'S EXPENSES (NOT ATTACHED)
 - C ONE LEGACY PARTNERING AGREEMENT(s) (NOT ATTACHED)
 - D CONTRACTOR'S EEO CERTIFICATION
 - E JURY SERVICE ORDINANCE
 - F SAFELY SURRENDERED BABY LAW
 - G FAMILIARITY WITH COUNTY LOBBYIST ORDINANCE CERTIFICATION
 - H ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
 - I WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM
 - J INTENTIONALLY OMITTED
 - K COUNTY'S ADMINISTRATION
 - L CONTRACTOR'S ADMINISTRATION
 - M CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
 - N CHARITABLE CONTRIBUTIONS
-

Exhibit A
STATEMENT OF WORK
TISSUE BANK PROCEDURES FOR OBTAINING TISSUES AT THE
LOS ANGELES COUNTY DEPARTMENT OF CORONER (CORONER)
AND DEPARTMENT OF HEALTH SERVICES (DHS)
Federal law, 42 U.S.C Section 274 et seq.
Health and Safety Code Section 7150 et seq
(Government Code 27491.47)

1.0 INTRODUCTION

In compliance with the contract herein, the CONTRACTOR shall, in obtaining tissues at the CORONER and DHS comply with the following:

The CONTRACTOR in requesting tissue donations for corneas, heart valves, saphenous veins, skin and bone on all CORONER and DHS cases shall obtain authorized consent from the legal next-of-kin, as prescribed by state or federal law, including any statutory enactments subsequent to the date of the contract.

Section 27491.47 of the Government Code has been amended, as of January 1, 1999, to require that any one of the following be obtained when procuring consent for the removal of corneal tissue. In addition, the CORONER and DHS are requiring the CONTRACTOR to follow the same consent procedures for all other tissue types (heart valves, saphenous veins, skin and bone). Contractor shall provide to Coroner and DHS consent in one of the following formats, upon request for removal of corneal tissue, heart valves, saphenous veins, skin and bone:

- A A dated and signed written consent by the donor or any other person specified in Section 7151 of the Health and Safety Code on a form that clearly indicates the general intended use of the tissue and contains the signature of at least one witness.
- B Proof of the existence of a recorded telephonic consent by the donor or any other person specified in Section 7151 of the Health and Safety Code in the form of an audio tape recording of the conversation or a transcript of the recorded conversation, which indicates the general intended use of the tissue.
- C A document recording a verbal telephonic consent by the donor or any other person specified in Section 7151 of the Health and Safety Code, witnessed and signed by no less than two members of the requesting entity; i.e. hospital, eye bank, or procurement organization, memorializing the consenting person's knowledge of and consent to the general intended uses of the gift.

The form of consent obtained under subparagraph (A), (B), or (C) shall be kept on file by the requesting entity and the CONTRACTOR for a minimum of ten (10) years.

2.0 CONTRACTOR REQUIREMENTS

- A) CONTRACTOR staff at all times shall display and provide appropriate identification and maintain appropriate professional demeanor and conduct while in CORONER and DHS Facilities. CONTRACTOR shall at all times adhere to the rules and regulations of COUNTY facilities.

- B) CONTRACTOR shall provide to the CORONER or DHS Facility administrator as requested, all licensing and other information regarding CONTRACTOR and CONTRACTOR staff as listed below:
- C) CONTRACTOR shall not delay release of human remains to Coroner nor direct anyone else to do so.
 - Must maintain State of California Department of Health Services Tissue Bank License,
 - Must have accreditations issued by Eye Bank Association of America (EBAA) and American Association of Tissue Banks (AATB),
 - Must have technicians certified by national professional organizations EBAA, and AATB,
 - Must have an equitable tissue distribution plan for sharing donated tissue that includes cooperative agreements with other tissue bank agencies,
 - Must have a workers' compensation program, verified commercial general liability insurance and comprehensive automobile liability insurance with limits acceptable to COUNTY, and be capable of indemnifying the COUNTY in relation to collections at the CORONER and DHS Facilities.

3.0 TISSUE COLLECTION PROCEDURES – CORONER

A CONTRACTOR's technician may visit the CORONER's office on a daily basis to assess potential tissue donors. The technician will coordinate with the Investigations Watch Commander on duty to identify potential donors. The technician will check the following locations at the CORONER's office:

- A Reporting Desk – The initial file location of potential CORONER's cases for tissue procurement.
- B. Hold Over File Box – Only upon approval and under the supervision by the CORONER Watch Commander, shall the CONTRACTOR review file location of cases still in progress possibly pending next-of-kin notification or identification.
- C. Investigations Division
 - 1. Supervising Investigator
 - 2. Individual Investigators
- D. CONTRACTOR's personnel shall wear CONTRACTOR provided identification cards at all times while on County Facilities.

When appropriate, and when possible, individual CORONER's investigators or the Reporting Desk may telephone the CONTRACTOR and alert the CONTRACTOR's technician to potential donors.

3.1 Screening of Files

The CONTRACTOR Technician will have access to Coroner case files and CME Database to screen for potential donors. . Documents/information reviewed by the CONTRACTOR's technician will be treated as confidential. Copies of potential donor files will be made by the Contractor Technician to facilitate the donation process. If the potential donor does not become a donor, then the copied files will be destroyed by the Contractor technician..

The CONTRACTOR shall screen case files to determine potential donors from the following and shall seek CORONER release for tissue recovery:

- A. Cases which are not medically suitable for transplant.
- B. Cases where there is a known or possible religious objection.
- C. Cases which involve child abuse, officer involved homicide, in-custody deaths, strangulation, media interest, high profile, celebrity or any other mode of death where corneal tissue removal may interfere with the CORONER's investigation or medical findings.
- D. Written proof of "No Objection" must be obtained from a CORONER's physician or the Watch Commander in Investigations to obtain tissue donation(s) prior to autopsy, or the case is excluded from tissue procurement.

3.2 Examination Only Cases

"Examination only" cases involve a physical examination only of the deceased and do not require an autopsy. The CONTRACTOR shall, for cases that are to be "examined only", clear the case with the Watch Commander in Investigations or the Operations Officer handling the case to ensure that tissue removal would not interfere with the CORONER's investigation.

3.3 Autopsy Cases

For cases that are to be autopsied, CONTRACTOR's technician will clear removal of corneal tissue with the CORONER's Watch Commander in Investigations and/or the pathologist handling the case.

3.4 Consent

A. Procurement

The CONTRACTOR and any of its Tissue Bank Partners which perform this function shall contact (or attempt to contact) the legal next-of-kin on those cases where the legal next-of-kin have been notified by telephone and to make them aware of their option to donate tissues for transplantation. CONTRACTOR shall ensure the following:

1. CONTRACTOR shall at no time represent themselves as the CORONER or represent themselves as a CORONER employee.

2. No effort is made to pressure the legal next-of-kin to make the donation. The approach should only make them aware of the option. A "yes" or a "no" response is a perfectly acceptable response.
3. If the legal next-of-kin wants to make the donation, a telephonic, tape recorded consent is taken by CONTRACTOR (the requesting entity procurement organization, hospital, eye bank) which indicates the intend use of the tissue. A tissue donation form is attached to the case which indicates which tissues were donated and also where the taped consent is located. The CONTRACTOR must keep a copy of the consent form on file for a minimum of ten (10) years. CONTRACTOR must document that the person giving consent is aware of the tape recorder.
4. If the legal next-of-kin does not want to make the donation, a tissue donation form is attached to the case to indicate that the family has been contacted and declined. This step reduces the possibility of another tissue bank staff member contacting the family and possibly upsetting them.

B. Documentation

At the end of the Ocular/Tissue recovery and on the next business day, the CONTRACTOR's technician will submit copies of the recovery documentation to the Coroner's Case File. Recovery documentation will include:

1. Consent Form
2. Coroner Procurement Authorization to Recover Form
3. Specimen Collection Form
4. Ocular Recovery Form
5. Multi-Tissue Recovery Forms

3.5 Tissue Removal Procedures

CONTRACTOR shall secure admitting blood samples for the Department of Coroner as allowed by Health and Safety Code 7184.5 on all Coroner cases where in tissue donation has taken place at hospitals only.

CONTRACTOR must include in the Tissue/Donation Procurement Control Form a box to reflect if an admission blood sample was secured and delivered to Coroner or not.

CONTRACTOR must be consistent in using labels with Contractor name and logo on all specimens collected by Contractor and ensure each label include: decedents name, Coroner case number, specimen type, site from specimen was obtained, time, date, etc.

CONTRACTOR must collect vitreous on all cases prior to use of isopropyl alcohol or other antiseptics as part of the tissue procurement process. This is to prevent contamination of the vitreous specimen.

CONTRACTOR must update the CORONER Laboratory Director and the County of Los

Angeles, Department of Public Health on any positive serologic test so that the Deputy Medical Examiner can review same to evaluate whether it has an impact on cause and manner of death.

CONTRACTOR must submit monthly statistics on organ/tissue recovery to the Chief Medical Examiner-Coroner and Coroner Contract Administrator.

CONTRACTOR must participate in quarterly meetings with CORONER management to discuss matters of mutual concern.

CONTRACTOR shall locate the decedent's body and move it to the dedicated tissue collection room at the CORONER's office to surgically remove the tissue. Great care shall be taken not to interfere with the CORONER's staff operation.

3.6 Corneal Tissue Procurement

The CONTRACTOR shall ensure:

- A. The corneal tissue procurement procedure must only be performed in the dedicated tissue collection room assigned to Contractor by Coroner.
- B. The CONTRACTOR shall surgically remove the corneal tissue and cosmetically restore the decedent.

3.6.1 Duty Doctors or Supervising Investigators may authorize the removal of corneas from the following cases prior to the assignment for autopsy or examination:

- A. All pedestrians versus motor vehicles, including hospitalized cases where injuries have been documented, i.e., a child accidentally run over by family member.
- B. All auto drivers and motorcycle operators including those involved in accidents involving fixed object or going off roadway.
- C. All passengers whenever charges are pending against drivers.
- D. All work related deaths, whether natural or accidental.
- E. All drug deaths.
- F. Therapeutic misadventure cases.
- G. Homicide cases with only gunshot wounds or stab wounds below the level of the clavicles.
- H. Natural deaths under 50 years of age with no known medical history.

For any/all cases not included above, Contractor must obtain prior authorization from a Coroner Physician for removal of corneas.

3.6.2 The CONTRACTOR shall ensure corneal tissue shall not be removed when:

- A. There is petechial hemorrhage in the eyes without authorization of the assigned Deputy Medical Examiner.
- B. The family objects to an autopsy.

3.6.3 Skin, Bone, Heart Valves and associate tissues Procurement

All tissue procurement regarding skin, bone, heart valves and associate tissues shall be authorized and approved by the Chief Medical Examiner-Coroner, or designee, on a case by case basis.

3.6.4 Skin Tissue Procurement

The CONTRACTOR shall ensure:

- A. The skin tissue procurement procedure shall be done in the dedicated tissue collection room.
- B. The CONTRACTOR tissue technician will coordinate removal schedule with the CORONER.

3.6.5 Bone Tissue Procurement

The CONTRACTOR shall ensure that the bone procurement will take place following the skin tissue procurement.

In the event that bone tissue but not skin tissue is procured, the CONTRACTOR shall use the following procedures:

- A. The bone tissue procurement procedure shall be done in the dedicated tissue collection room.
- B. The CONTRACTOR's tissue technician will coordinate removal schedule with the CORONER's staff.
- C. The CONTRACTOR's tissue technician will remove the bone tissue and cosmetically restore the decedent.

3.6.7 Heart Valve Procurement

The CONTRACTOR shall ensure:

- A. Heart valve procurement is approved by the Chief, Forensic Medicine or the Chief Medical Examiner-CORONER in each case. Presence of a CORONER's physician may be required during the procedure.
- B. Procurement shall be done in the dedicated tissue collection room. A specimen of

blood for the CORONER will be collected before procuring the tissue.

- C. If a CORONER's physician must be present after hours, CONTRACTOR will notify the physician and autopsy technician on call. Procurement should begin within ½ hour of the arrival of the physician and technician.
- D. The CORONER's physician may do necessary dissection of the heart, but will keep dissection to a minimum to avoid damaging the valves.
- E. A pathology report meeting the requirements of the CORONER will be generated on heart tissue collected by the tissue procurement agency. It will be forwarded to the Public Services Division at the CORONER, which will treat it as a confidential record.

3.6.8 Saphenous Vein Procurement

- A. Saphenous vein procurement is approved by the CORONER'S Watch Commander or CORONER's physician before the procedure.
- B. Procurement shall be done in the dedicated tissue collection room.
- C. An attempt will be made to avoid injecting any medication into the body during procurement. If injection is unavoidable, the CONTRACTOR will notify the Chief, Forensic Laboratories on the next business day.

3.6.9 Tissue Procurement /Donation Control Form

Complete and attach a Tissue Procurement/Donation Control form (sample attached) to the case indicating the following:

- A. That corneal and other tissues will be removed from the case under Health and Safety Code Section 7151 et seq.
- B. What time the tissue is taken and by whom.
- C. Record the time, date and name and relationship of legal next-of-kin who gave consent.
- D. Signature by the CONTRACTOR's Tissue Bank technician and by the Watch Commander of the CORONER's Office.
- E. What was taken.
- F. Description of the tissue removed.
- G. Type of procedure used to remove the tissue involved.

3.6.10 Post Tissue Removal Procedures

The CONTRACTOR shall return the decedent's body to its prior location or the place where the CORONER's staff request CONTRACTOR's personnel to place it. CONTRACTOR shall ensure that the donor remains are kept covered at all times except during evaluation or

collection.

4.0 TISSUE COLLECTION PROCEDURES AT DHS FACILITIES.

- 4.1 CONTRACTOR shall provide 24-hour a day availability of trained technicians to assure proper evaluation and facilitation of each donor referral from DHS facilities. CONTRACTOR shall keep each DHS Facility administrator(s) at all times apprised in writing the names and telephone numbers of all CONTRACTOR personnel.
- 4.2 CONTRACTOR shall provide administrator at each DHS Facility with a reference manual for tissue donation containing recommended protocols and procedures for the donation process and donor medical support including necessary donor testing and tissue retrieval procedures.
- 4.3 CONTRACTOR, on an annual basis, shall provide in-service training and professional education in DHS Facilities to DHS personnel designated by the DHS administrator on all aspects of tissue donation, removal and transportation.
- 4.4 CONTRACTOR shall:
 - A) Maintain confidentiality of all information obtained in evaluation and completion of the tissue donation.
 - B) Maintain donor referral records and assist DHS Facilities in compliance with JCAHO guidelines and federal requirements for donation, provide follow-up information of the disposition of tissue to the donor's legal next-of-kin, as requested, and provide the Facilities' Medical Records offices with the "Decedents Evaluation Certificate."
 - C) Make available to DHS Facilities statistics showing progress of the Call-In-All Death program. All Call-In-All Deaths must be performed as required by Federal law 42 U.S.C. Section 274 et seq.
 - D) Designate a CONTRACTOR Administrator to be assigned to each DHS Facility to serve as liaison and to be available to assist each DHS Facility in policy and procedure, development, review and implementation as they relate to Federal Law 42 U.S.C. Section 274 et seq., and California Health and Safety Code Section 7150, et seq in accordance with the Uniform Anatomical Gift Act. The liaison personnel will also provide on-going professional in-service education at DHS Facilities as it relates to all aspects of tissue donation and transplantation, including indications (needs) and applications (uses) of donated tissues. Provide BRN nursing credit of programs, if requested.
 - E) Provide, when requested, assistance to DHS Facilities' orthopedic surgeons, burn surgeons, cardiovascular surgeons, and others as appropriate in locating needed tissue.

4.5 SCREENING OF FILES

The CONTRACTOR shall coordinate with the DHS Facility staff prior to reviewing case documents. Documents/information reviewed by the CONTRACTOR technician will be treated as confidential and may not be copied without consent of the DHS. CONTRACTOR

has the right to review death records relating to tissue removal, as necessary to ascertain the viability of available tissue for procurement. If the medical record has been forwarded to the Office of Decedent Affairs, CONTRACTOR may contact said office and arrange the necessary review to determine the viability of tissue before actual removal is accomplished. Consents for tissue removal must be made available to the Office of Decedent Affairs upon request for record review. Medical records will not be removed from respective facility at any time.

The CONTRACTOR or any of its Tissue Bank Partners which perform this function, shall screen case files to determine the following:

- A. Cases which are not medically suitable for transplant.
- B. CORONER's cases
- C. Non-CORONER cases. (by determining that the Primary Physician has opined an acceptable natural cause of death).
- D. Cases where there is a known or possible religious objection.

4.6 CONSENT

A. PROCUREMENT

The CONTRACTOR or any of its Tissue Bank Partners which perform this function shall contact or attempt to contact the legal next-of-kin on those cases where the legal next-of-kin have been notified by telephone and to make them aware of their option to donate tissues for transplantation. CONTRACTOR shall ensure the following:

1. No effort is made to pressure the legal next-of-kin to make the donation. The approach should only make them aware of the option. A "yes" or a "no" response is a perfectly acceptable response.
2. If the legal next-of-kin wants to make the donation, a telephonic, tape recorded consent is taken by the CONTRACTOR which indicates the intended use of the tissue. A tissue donation form is attached to the case which indicates which tissues were donated and also where the taped consent is located. The CONTRACTOR must keep a copy of the consent form on file for a minimum of three (3) years. CONTRACTOR must document that the person giving consent is aware of the tape recorder.
3. If the legal next-of-kin does not want to make the donation, a tissue donation form is attached to the case to indicate that the family has been contacted and declined. This step reduces the possibility of another tissue bank staff member contacting the family and possibly upsetting them.

B. DOCUMENTATION

The CONTRACTOR shall complete the Expedite Request Form and attach it to the case indicating the following:

1. Decedent's name and Case Number.
2. Name of technician making request.
3. That the legal next-of-kin consented to the described tissue donation.
4. Signature by the CONTRACTOR's technician.

4.7 TISSUE REMOVAL PROCEDURES

The CONTRACTOR shall locate the decedent's body and move it to the morgue where autopsies are performed at the DHS Facility to surgically remove the tissue. Great care shall be taken not to interfere with the DHS Facility staff operation.

4.7.1 Corneal Tissue Procurement

The CONTRACTOR shall ensure:

- A. The corneal tissue procurement procedure will be performed in morgue.
- B. The CONTRACTOR shall surgically remove the corneal tissue and cosmetically restore the decedent.

4.7.2 Skin, Bone, Heart Valves and Saphenous Vein Tissue Procurement

All tissue procurement regarding skin, bone, heart valves, and saphenous veins shall be authorized and approved by the DHS Facility Physician or designee, on a case-by-case basis.

4.7.3 Skin Tissue Procurement

The CONTRACTOR shall ensure:

- A. The skin tissue procurement procedure shall be done in the morgue.
- B. The CONTRACTOR tissue technician will coordinate removal schedule with the DHS Facility.

4.7.4 Bone Tissue Procurement

The CONTRACTOR shall ensure that the bone procurement will take place following the skin tissue procurement.

In the event that bone tissue but not skin tissue is procured, the CONTRACTOR shall use the following procedures:

- A. The bone tissue procurement procedure shall be done in the morgue.
- B. The CONTRACTOR's tissue technician will coordinate removal schedule with the DHS Facility staff.

- C. The CONTRACTOR's tissue technician will remove the bone tissue and cosmetically restore the decedent.

4.7.5 Heart Valve Procurement

- A. The CONTRACTOR shall ensure procurement shall be done in morgue.

4.7.6 Saphenous Vein Procurement

- A. The CONTRACTOR shall ensure procurement shall be done in the morgue.

4.7.7 Tissue Procurement /Donation Control Form

Complete and attach a Tissue Procurement/Donation Control form (sample attached) to the case indicating the following:

- A. That corneal and other tissue will be removed from the case under Health and Safety Code Section 7151 et seq.
- B. What time the tissue is taken and by whom.
- C. Record the time, date and name and relationship of legal next-of-kin who gave consent.
- D. Signature by the CONTRACTOR's Tissue Bank technician.
- E. What was taken.
- F. Description of the tissue removed.
- G. Type of procedure used to remove the tissue involved.

4.8 POST TISSUE REMOVAL PROCEDURES

The CONTRACTOR shall return the decedent's body to its prior location or the place where the DHS Facility staff request CONTRACTOR's personnel to place it. CONTRACTOR shall ensure that the donor remains are kept covered at all times except during evaluation or collection.

**CONTRACTOR'S REIMBURSEMENT
OF COUNTY'S EXPENSES**

NOT ATTACHED

CONTRACTOR'S PARTNERING AGREEMENT(s)

NOT ATTACHED

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
 - B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
 - C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
-

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)
-

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

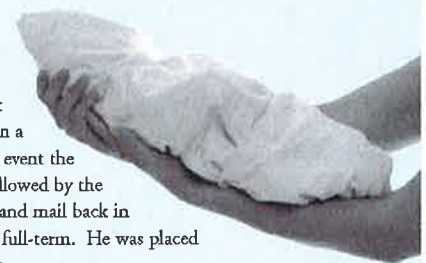
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



FAMILIARITY WITH COUNTY LOBBYIST ORDINANCE CERT.

NOT ATTACHED

***ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN|GROW PARTICIPANTS***

NOT ATTACHED

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)
